

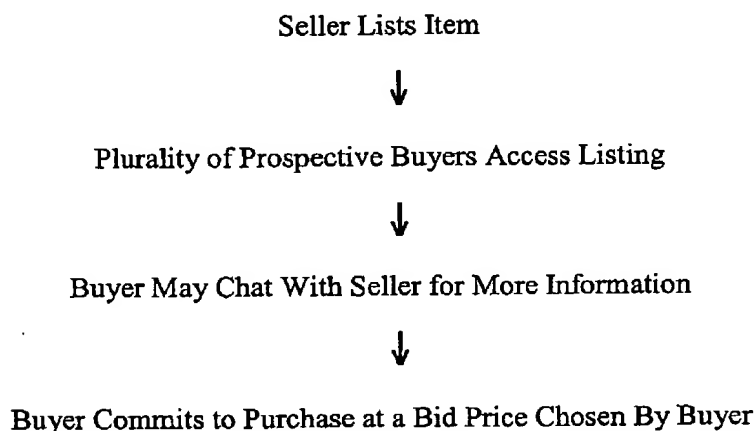
Attorney Docket No.: 29606.010200

REMARKS

Applicant thanks the Examiner for her withdrawal of the prior rejections. Claims 1-4 are pending in the application. Claims 1-4 stand rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,058,379 to Odom et al. ("Odom"). This rejection is respectfully traversed for the reasons set forth below.

Odom, particularly those portions cited by the Examiner, discloses an auction system which operates in a manner similar to that of the well-known original e-Bay model, but with the added step of a live chat between the seller and the purchaser. The process begins with the seller creating a listing with information regarding a commodity. See Odom at col. 5, lines 25-44. The listing is then made accessible to the public via a world-wide web page. See Odom at col. 5, lines 45-56. Next, a potential purchaser accesses the listing. See Odom at col. 5, lines 57-59. At this point the purchaser may engage in a real-time chat with the seller to obtain additional information about the item. See Odom at col. 5, lines 61-62, and col. 6, lines 9-15. Finally, the potential purchaser places a bid, making a commitment to bid based upon the terms specified in the listing. See Odom at col. 6, lines 27-45.

In short, Odom's process operates as follows:

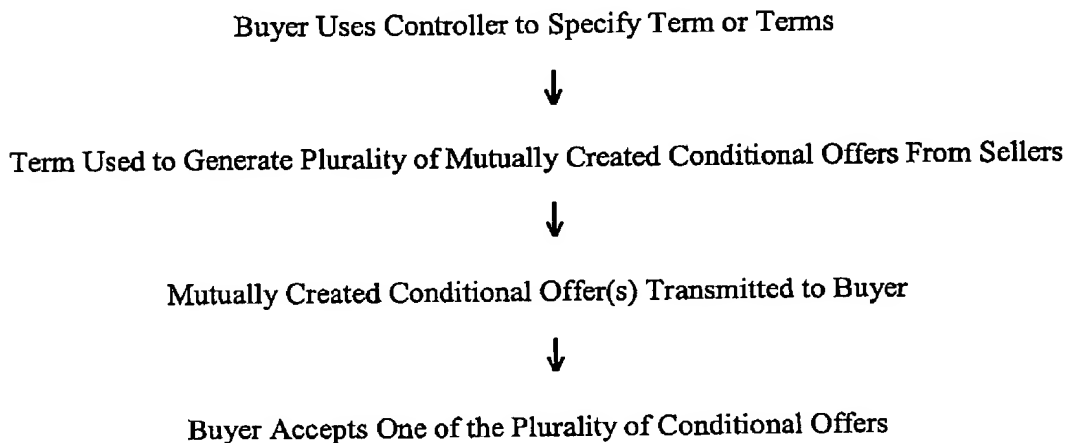


Applicant's presently claimed invention, on the other hand, is fundamentally different than that of Odom. In accordance with the present claims, the process begins

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with the controller allowing the buyer to specify, via an electronic network, at least one term consisting of minimum quantities the buyer would agree to purchase, minimum qualities the buyer would accept, the minimum length of time to which the buyer would agree to be bound to purchase the minimum quantities containing the minimum qualities, and the maximum or minimum price the buyer would pay. Based upon the buyer's specification of that term or terms, a plurality of mutually created original sales offers from a corresponding plurality of sellers are generated. Each of these mutually created original sales offers includes at least that term specified by the buyer and at least one term specified by one of the sellers, the latter being different than that term specified by the buyer.

In short, the presently claimed process operates as follows:



The most glaring difference between the claimed invention and the disclosure of Odom is that Odom fails to teach or suggest, in any manner, using a buyer's specification of at least one term to generate a plurality of mutually created conditional original sales offers from a corresponding plurality of sellers.

The limitation that *each of the plurality of mutually created original sales offers is based upon the buyer's prior specification of a term* is inherent in the claims as previously presented, because claim 1 requires "...each of said plurality of conditional original sales offers including said at least one term specified by said buyer...."

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However, in order to expedite allowance of the application, and clarify this issue for the Examiner, Applicant has amended claim 1 to more expressly recite that limitation.

Furthermore, Odom fails to teach or suggest Applicant's claimed step of generating mutually created conditional original sales offers from sellers at all, and fails to teach or suggest that each of the conditional original sales offers includes a term specified by the buyer and a term specified by the seller, the term specified by the seller being a term not specified by the buyer.

Finally, it bears noting that Odom's chat feature, discussed in the office action, is not for negotiation of terms. On the contrary, Odom's chat feature is for purposes of allowing the purchaser "to obtain additional information about the listed item." See Odom at col. 6, lines 9-15. Odom does not teach or suggest any means for the seller to generate, based upon such chat, a plurality of mutually created conditional original offers. While Odom does indeed make reference to "negotiations" between a buyer and a seller (see, e.g., col. 6, lines 59-63; col. 10, lines 37-52; and col. 12, lines 36-39), Odom fails to teach or suggest generating, based upon said buyer's prior specification of at least one term, a plurality of mutually created conditional original sales offers from a corresponding plurality of sellers.

In view of all of the above, Odom fails to teach or suggest limitations set forth in Applicant's independent claim 1. The Court of Appeals for the Federal Circuit has consistently held that "Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim." Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick, 221 USPQ 481, 485 (Fed. Cir. 1984). Therefore, it is respectfully submitted that the rejection of claims 1-4 as being anticipated by Odom is improper and should be withdrawn.

CONCLUSION

Having overcome all objections and rejections, it is respectfully submitted that claims 1-4 are in condition for allowance and Notice to that effect is specifically requested. Should the Examiner determine that any further action is necessary to place this application into better form for allowance, the Examiner is encouraged to telephone

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the undersigned representative at the number listed below. The Commissioner is also authorized to charge additional fees to Deposit Account No. 50-0653.

Respectfully submitted,

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